



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

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RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER

RFP- OCDSS-CPS23

CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER



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NOTICE TO OFFERORS

Proposals for the County of Orange **RFP-OCDSS-CPS23 CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER** will be received by the undersigned Deputy Commissioner of the Department of Social Services, in her office at 11 Quarry Road, Box Z, Goshen New York 10924, on a rolling basis to fulfill the needs of the County.

Copies of the Request for Proposals may be obtained at the above address between the hours of 9:00 A.M. EST and 4:45 P.M. EST, Monday through Friday (with the exception of County-observed holidays), as well as through the Orange County Department of Social Services webpage at www.orangecountygov.com/680/Social-Services under the heading "Request for Proposals."

July 14th, 2023

Irene E. Kurlander, Deputy Commissioner
Department of Social Services

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INSTRUCTIONS TO OFFERORS

The only official distribution source for this Request for Proposals (“RFP”) is through the Department of Social Services. If you have obtained this RFP from a different source, you are encouraged to contact the Department of Social Services to receive an official copy. You may not receive addenda or important information regarding this RFP if you are not registered with the Department of Social Services as having obtained a copy of this RFP through the Department.

By submitting a proposal, you are asking the County to accept your offer for the sale of goods and/or services. It is important that you READ and UNDERSTAND all terms and conditions in this RFP, as well as understand the laws that govern public contracts in New York State. **If you do not agree with the terms and conditions contained in this RFP, you should not submit a proposal.**

Your proposal will be considered by the County if the following conditions are met:

1. Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Offeror during the procurement process. An Offeror is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive (“Restricted Period”) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is the Deputy Commissioner of the Department of Social Services or her representative, telephone (845) 291-4553. Offerors responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form included in this RFP.

2. Applicable Not Applicable

A pre-proposal conference and site visit will be held at [location] on [date] at [time], prevailing time. Attendance is strongly recommended. The County shall not be liable for, nor shall it review proposed change orders, contract amendments, etc. for inadequate pricing, labor, materials, time, or similar issues in Vendor/Consultant's contract with the County resulting from Vendor/Consultant's failure to attend and obtain information provided at the pre-proposal conference, site visit and/or any addenda issued afterward.

3. Offerors are responsible for reporting in writing any errors, omissions or ambiguities found in this RFP. All such reports, requests for information, questions, etc. shall be either faxed to the Department of Social Services on the Questions Form found in this RFP at (845) 291-4201 or emailed to IKurlander@orangecountygov.com with questions typed in the body of the email, and the subject line “RFP Questions.” **No questions will be entertained by any other means. Questions will be answered in an Addendum/Addenda to be shared with all interested Offerors.**

4. Unless otherwise specified herein, all proposals shall be made upon forms furnished in this RFP, if any, and as may be modified by addenda, contained in sealed envelopes clearly marked on the outside packaging with **RFP-OCDSS-CPS23 CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER** addressed to Irene E. Kurlander, Deputy Commissioner, Department of Social Services, 11 Quarry Road, Box Z, Goshen, New York 10924. If NOT sending your Proposal via U.S. Mail, (i.e., using FedEx, UPS, hand delivery, etc.) please use the following address: Orange County Department of Social Services, 11 Quarry Road, Box Z, Goshen New York 10924. **It is the Offeror’s**



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responsibility to clearly mark the outside of their mailing package with the RFP title and number. Faxed / E-mailed proposals are not permitted.

5. **Three (3)** sets of all proposals shall be submitted, **ONE SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES** including completed copies of any forms or certifications required in this RFP. Forms, if any, included in this RFP shall be completely filled in, in ink or by typing, on the original form. Failure to respond to this RFP on any official form(s) included in this RFP, may result in disqualification of a proposal as non-responsive. No Proposal Form will be accepted which contains any modification to the template, additional information not specifically requested, omissions or erasures. Each Proposal Form shall be signed by a duly authorized individual on behalf of the Offeror. Illegible and unsigned proposals will be rejected as non-responsive.

6. Permission will not be given to modify or explain any proposal after it has been opened, unless clearly specified in this document (e.g., interviews). Permission to withdraw a proposal prior to opening will be at the discretion of the County and no replacement proposal may be submitted without authorization from the Commissioner of Social Services. Opened proposals which required a deposit for plans and specifications may not be withdrawn until forty-five (45) days after opening.

7. **Basis of Award provisions vary with each RFP, please read that section carefully.** Some RFPs may be awarded to more than one (1) Offeror. The County reserves the right to waive any informality, reject any and all proposals, or, if noted in the Basis of Award section of this RFP, accept any proposal in whole or in part, if deemed to be in the best interest of the County.

8. Any award shall be subject to the execution of a contract (and, if applicable, license or other agreements) between the Offeror and the County. The County's contract obligation is contingent upon execution of the contract between the County and selected Vendor/Consultant, provision of required Pay-to-Play forms, insurance certificates and bonds, as applicable, by the Vendor/Consultant, and the availability of appropriated funds for the contract. No legal liability on the part of the County for payment of any money shall arise unless and until a contract is executed by both parties, funds are appropriated and made available in each year of the term of the contract, and all performance requirements for each payment are met. The County shall have no responsibility or liability for any of Offeror's costs related to preparation of proposals, attendance at interviews, etc.; all such costs are solely at Offeror's risk and expense.

9. Successful Offeror(s) awarded a contract under this RFP agree to execute a contract (i.e., Agreement for Vendor Services or Consultant Services Agreement, as applicable) substantially in the form included in the Appendix to this RFP in the timeframe, if any, indicated in this RFP. If an Offeror wishes to propose an exception to any provision of the form contract included in the Appendix to this RFP, it must specifically state each such exception in a letter addressed to the County Attorney on the letterhead of Offeror's legal counsel and include same in its response to this RFP. An Offeror's failure to state any exception(s) as provided herein shall be deemed an acceptance by said Offeror of all terms and conditions of the form contract. Any and all stated exceptions to the form contract are subject to negotiation and final approval by the County Attorney. If exceptions are not stated as provided herein, but are later raised during contract negotiations, the County reserves the right to cancel the negotiations if deemed to be in the best interests of the County and start negotiations with the next highest rated Offeror without advertising for new proposals.

10. If an Offeror has its own standard licensing, maintenance and support, or similar type of agreement, the Offeror must submit a copy of same with its response to this RFP if Offeror wants the terms and conditions thereof



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to be considered by the County. To the extent that any terms and conditions set forth in Offeror's standard agreement conflict with the terms and conditions set forth in the form contract included in the Appendix to this RFP, Offeror must specifically state each such conflict by proposing an exception to the form contract as discussed in Item #9 above. The terms and conditions of any such standard agreement are subject to negotiation and final approval by the County Attorney. The County will not accept an Offeror's standard agreement in lieu of the form contract; however, those terms and conditions negotiated and approved as set forth herein may be incorporated and made a part of the form contract at the County's discretion. If Offeror does not provide its standard agreement as provided herein, but presents it later during contract negotiations, the County reserves the right to cancel the negotiations if deemed to be in the best interests of the County and start negotiations with the next highest rated Offeror without advertising for new proposals.

11. The County maintains a unilateral right to cancel or extend the contract in accordance with the terms of any contract resulting from this RFP. If a Vendor/Consultant fails to perform or otherwise breaches the contract, in addition to any other rights and remedies the County may have, the Vendor/Consultant may be listed as non-responsible and may be ineligible for future contract awards.

12. If proposal security is required by this RFP, it must be included in the proposal. If performance and/or payment bonds are required by this RFP, proposals must include a letter from the Offeror's bank or surety stating that the required letter of credit or bond(s) will be provided in the event of a contract. The letter of credit or bond(s) shall be provided for each year or relevant portion of the contract, as may be applicable.

13. Offerors should be properly registered to do business in the State of New York, as applicable, and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their proposal.

14. The County encourages submission of proposals by certified Minority- and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).

15. A Non-Collusion Certification, Disclosure of Prior Non-Responsibility Determinations, and Iran Divestment Act Certification are included in this RFP. Offerors must complete and submit a signed original of each and the applicable number of copies of each with each proposal.

16. Supplier Forms are provided with this RFP. Offerors that have not received a purchase order in the last twelve (12) months from the County must submit completed and signed Supplier Forms prior to execution of a contract by the County.

17. Please be advised that this solicitation is subject to Orange County Local Law No. 13 of 2013, as amended, known as the "Pay-to-Play Law." Pay-to-Play Forms will be made available with this RFP. All Pay-to-Play Forms should be submitted with your proposal and will be required if you are awarded a contract. The Pay-to-Play Forms are required from the Vendor/Consultant (unless exempted by the law) prior to execution of a contract by the County.

18. Pursuant to New York's Freedom of Information Law ("FOIL") (Public Officers Law, Article 6, Sections 84-90) all government records are presumptively open for public inspection unless specifically exempted from disclosure under FOIL. Offerors who have a good faith belief that information contained in their Proposal is exempt from disclosure under FOIL must, at the time of their submission, request the exemption in writing, setting forth the basis for the claimed exemption. In addition, the Offeror must mark each page of its submission claimed to be exempt from disclosure under FOIL with the following legend: **"THE OFFEROR BELIEVES THAT THIS INFORMATION IS**

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PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.” Neither the Offeror’s classification of materials as exempt under FOIL, nor the County’s acceptance of Offeror’s proposal with the claimed exemption(s), should be considered a final determination as to whether the designated materials are exempt from disclosure under FOIL. Any and all determinations as to the propriety of claimed exemptions will be made by the County and/or a court of law in accordance with applicable law.

INSURANCE REQUIREMENTS

During the term of any contract resulting from this RFP, or longer if required, the successful Offeror shall maintain, at its expense, workers’ compensation, disability, and liability insurance policies of the types and minimum coverages specified in the form contract included in the Appendix to this RFP (e.g., Consultant Services Agreement). Certificates of insurance evidencing the successful Offeror 's compliance with these requirements shall be submitted prior to execution of a contract by the County. Award is conditional upon submission of insurance documents within the time specified in the Notice of Award. Failure to do so may result in disqualification of the Offeror as non-responsive and/or the County's retention of any proposal security.

BONDING REQUIREMENTS

There are no bonds required for any contract resulting from this RFP.

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1. The County of Orange ("County"), by and through its Department of Social Services ("OCDSS") is seeking proposals from qualified individuals to serve as Child Protective Services ("CPS") on-call caseworkers under the OCDSS CPS on-call program. CPS on-call caseworkers perform certain services as more fully described in the *Specifications* portion of this RFP below.
2. The County expects to award multiple contracts under this RFP to meet the coverage needs and priorities for the CPS on-call program.

SPECIFICATIONS

1. **Required Qualifications.** Each Offeror submitting a proposal in response to this RFP thereby confirms affirmatively to the County that they possess all qualifications to perform the services specified in this RFP including, without limitation, those specifically set forth in subsections (a) – (e) below. Verification of same must be provided to OCDSS with the proposal submitted in response to this RFP **and**, if awarded a contract under this RFP, updated periodically, as applicable, during the term of such contract.
 - (a) Bachelor's degree from a regionally accredited college or university in social work or a related field;
 - (b) Minimum of one (1) year of child welfare experience;
 - (c) Valid driver's license and a reliable, working vehicle;
 - (d) Residence within a fifty (50) mile radius of Goshen, New York; and
 - (e) Reliable internet access in said residence.
2. **Required Knowledge, Skills, and Abilities.** Each Offeror submitting a proposal in response to this RFP thereby confirms affirmatively to the County that they possess the knowledge, skills, and abilities set forth in subsections (a) – (j) below.
 - (a) Thorough knowledge of modern principles and practices of social casework;
 - (b) Thorough knowledge of child welfare programs, New York State ("NYS") CPS laws and regulations, and the NYS Family Court Act;
 - (c) Ability to understand and interpret complex laws and regulations;
 - (d) Ability to establish professional relationships;
 - (e) Characteristics of tact, initiative, resourcefulness, sound professional judgment, strong powers of observation and analysis, sensitivity to the reactions of others, and an understanding of social cultural problems and personality development;
 - (f) Ability to gather information and quickly evaluate situations to make appropriate decisions;



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- (g) Ability to communicate effectively, both orally and in writing;
- (h) Ability to use a computer system, computer applications, and learn the NYS Connections computer system;
- (i) Ability to drive to any location within Orange County, New York; and
- (j) Ability to negotiate stairs while carrying thirty-five (35) pounds.

3. **Background Check.** Each successful Offeror (individually and collectively, "Consultant") awarded a contract under this RFP ("Contract") must be cleared through the New York Statewide Central Register of Child Abuse and Maltreatment ("SCR") and pass a criminal background check prior to performing services. Consultant must be fingerprinted for the criminal background check and submit the then-current cost of submitting said fingerprints to the New York State Division of Criminal Justice Services. County shall have the immediate right to terminate the Contract if the Consultant fails to pass the SCR and/or criminal background check.

4. **Shifts.** Consultant will serve as a CPS on-call caseworker during certain scheduled shifts when OCDSS is closed (collectively, "On-Call Shifts" and individually, "On-Call Shift") and during certain scheduled back-up shifts (collectively, "Backup Shifts" and individually, "Backup Shift") as more fully described in subsections (a) and (b) below. On-Call Shifts and Backup Shifts may be collectively referred to as "Shift(s)."

(a) **On-Call Shifts.** On Monday through Thursday, the On-Call Shift starts at 4:45 PM, EST and ends at 9:00 AM, EST the next business day. On Friday, the On-Call Shift starts at 4:45 PM, EST and ends at 8:00 AM, EST the immediately following Saturday. On Saturday, Sunday, and any official County holiday other than the County-designated half-days before Christmas Day and New Year's Day (see County Holiday Schedule annexed to this RFP as **Exhibit A**), On-Call Shifts are scheduled in twelve (12)-hour blocks from 8:00 AM, EST to 8:00 PM, EST, and then from 8:00 PM, EST to 8:00 AM, EST the next day or 9:00 AM, EST if the next day is a normal business day. On the County-designated half-day before Christmas Day and before New Year's Day, the On-Call Shift starts at 1:00 PM, EST and ends at 8:00 AM, EST the next day.

(b) **Backup Shifts.** On Friday, the Backup Shift starts at 4:45 PM, EST and ends at 8:00 AM, EST the immediately following Saturday. On Saturday, Sunday, and official County holiday other than the County-designated half-days before Christmas Day and New Year's Day (see County Holiday Schedule annexed to this RFP as **Exhibit A**), Backup Shifts are scheduled in twelve (12)-hour blocks from 8:00 AM, EST to 8:00 PM, EST, and then from 8:00 PM, EST to 8:00 AM, EST the next day or 9:00 AM, EST if the next day is a normal business day. On the County-designated half-day before Christmas Day and before New Year's Day, the Backup Shift starts at 1:00 PM, EST and ends at 8:00 AM, EST the next day.

5. **Services.** Consultant, in the capacity of a CPS on-call caseworker, will perform certain services including each of the following ("Services"):

- (a) (i) Receive CPS reports transmitted to OCDSS from the SCR;
- (ii) Receive calls from the designated OCDSS CPS afterhours answering service regarding CPS reports received from the SCR and critical incidences involving children in the legal custody of OCDSS who have either been placed in a foster care setting or are at home on a trial discharge;



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- (iii) Receive calls from the designated afterhours helpline for OCDSS pertaining to children who are either in the legal custody of OCDSS who have been placed in a foster care setting, are on a trial discharge, or are involved in an open case with OCDSS; and/or
- (iv) Receive calls and/or e-mails from OCDSS Children's Services employees who need follow-up services provided to families involved with OCDSS Children's Services.
- (b) Begin the CPS response to reports received directly from the SCR or from the SCR via the designated OCDSS CPS afterhours answering service concerning allegations of child abuse, maltreatment, and /or neglect. Assess the need for immediate field intervention and/or any other actions that may need to be taken. Assessment for the need of immediate field intervention will be made after consultation with the OCDSS CPS on-call program supervisor, OCDSS senior supervisor, or OCDSS agency administrator.
- (c) Work to resolve issues involving children who (i) are in the legal custody of OCDSS who have either been placed in a foster care setting or are at home on a trial discharge or (ii) have an open case with OCDSS as reported by the designated OCDSS CPS afterhours answering service or the designated afterhours helpline for OCDSS.
- (d) Conduct visits to the homes of families named in SCR reports referred from the SCR, the designated OCDSS CPS afterhours answering service, the designated afterhours helpline for OCDSS, or referred by an OCDSS Children's Services employee. Evaluate the home environment, provide casework counseling and crisis intervention, and assist families with developing safety plans for the child(ren), as necessary.
- (e) Assess risk to child(ren) in abusive or neglectful situations. Secure information regarding the child(ren), parents and/or legal guardians, relatives, and other collateral resources to determine if the child(ren) is/are at risk of imminent danger or harm or if it is safe for the child(ren) to remain in the home.
- (f) If it is determined that imminent danger exists, in coordination with the OCDSS CPS on-call program supervisor or designee, conduct a protective removal of the child(ren) who was/were determined to be in imminent danger of harm. Determine the appropriate foster care placement location for the child(ren) who has/have been removed and help facilitate the placement into the designated setting.
- (g) Appear in Orange County Family Court as required to provide testimony pertaining to the actions taken and Services provided regarding specific cases.
- (h) Document results of the report response by completing all required casework recordings in progress note format and taking pictures as necessary and submit all progress notes and pictures to the designated OCDSS casework assistant no later than 9:00 AM, EST on the first business day immediately following the completion of the scheduled Shift.
- (i) Report for all scheduled Shifts. In the event Consultant is unable to work any scheduled Shift, they must make every effort to arrange for coverage of same with another qualified member of the CPS on-call program. In the event Consultant is unable to make such arrangements, Consultant must notify the OCDSS CPS on-call program supervisor or designee at least twenty-four (24) hours prior to the start of the scheduled On-Call Shift or Backup Shift, except in instances of sudden illness or other unforeseeable emergency circumstances.

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(j) Remain available by phone and/or email for at least the first ninety (90) minutes of the first (1st) business day following the completion of a scheduled On-Call Shift or Backup Shift. This will allow OCDSS to thoroughly review all documentation submitted and actions taken by Consultant. Should additional progress notes or revisions to submitted notes be required, Consultant must submit them to the OCDSS CPS employee who requested the additional progress notes as soon as possible but no later than 5:00 PM, EST of the day they are requested. If additional progress notes or revisions to submitted notes are needed because of a protective removal, Consultant must submit the notes to the OCDSS CPS employee who requested the additional progress notes within one (1) hour of the request.

(k) Perform all Services in accordance with the requirements contained in these *Specifications* and the Children's Services After-Hours Protocol (a copy of which is annexed to this RFP as **Exhibit B**) and adhere to, and follow all guidelines, policies, and procedures contained in those documents.

6. **Compensation.** In exchange for the satisfactory performance of the Services, Consultant will be entitled to receive compensation as set forth in subsections (a) – (c) below.

(a) **On-Call Shifts.**

(i) On Mondays, Tuesdays, Wednesdays, and Thursdays. Flat rate of \$20.00 per night.

(ii) On Fridays. Flat rate of \$40.00.

(iii) On Saturdays, Sundays, and Official County Holidays (except the County-designated half-days before Christmas Day and New Year's Day). Flat rate of \$40.00 per twelve (12)-hour shift.

(iv) On County-Designated Half-Days before Christmas Day and New Year's Day. Flat rate of \$40.00.

(b) **Backup Shifts.**

(i) On Fridays. Flat rate of \$20.00.

(ii) On Saturdays, Sundays, and Official County Holidays (except the County-designated half-days before Christmas Day and New Year's Day). Flat rate of \$20.00 per twelve (12)-hour shift.

(iii) On County-Designated Half-Days before Christmas Day and New Year's Day. Flat rate of \$40.00.

(c) **Hourly Rate for Services Actually Performed During Shifts.**

(i) The rate for Services actually performed during an On-Call Shift or Backup Shift is \$30.96 per hour. This hourly rate is in addition to the flat rates specified in Sections 6(a) and (b) of these *Specifications*.

(ii) The first call of an On-Call Shift or Backup Shift will begin a one (1) hour block of time that will be reimbursed at a minimum of one (1) hour (i.e., \$30.96). Any subsequent calls will accrue against this one (1) hour block of time until such time as the one (1) hour is exhausted. All calls

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received after that one (1) hour has been exhausted will then, and thereafter be reimbursed in fifteen (15) minute increments.

7. **Reimbursement.** Consultant may seek reimbursement of certain expenses as set forth in subsections (a) – (d) below.

(a) **Mileage, Parking, and Tolls.** For all travel necessary to perform the Services (as determined by OCDSS), Consultant will be entitled to reimbursement for adequately documented tolls, parking, and mileage at the then-current Internal Revenue Service (“IRS”) rate paid to County employees. All requests for tolls, parking, and mileage reimbursement must be submitted to the OCDSS CPS on-call supervisor or designee using the OCDSS standardized CPS On-Call Claim Form (a copy of which is annexed to this RFP as **Exhibit C**). This subsection (d) does not apply to reimbursement for Consultant’s expenses to attend mandatory trainings, which is discussed in Section 7(b) of these *Specifications*.

(b) **Mandatory Trainings.** For fully documented and verifiable time spent attending OCDSS mandatory trainings, Consultant will be entitled to reimbursement in fifteen (15) minute increments. All mileage, tolls, parking, meal costs (if not provided at the training), and hotel costs (if the training location is more than sixty (60) miles from Goshen, New York) incurred by Consultant to attend a mandatory training will be reimbursed per County policy if each such expense is adequately documented and submitted to the OCDSS on-call supervisor or designee. Hotel costs will be reimbursed at the government employee approved rate incurred at any hotel designated by the agency providing the training and pre-approved by OCDSS. Meals and mileage will be reimbursed at the rate OCDSS reimburses County employees for these same items. All requests for reimbursement for expenses noted in this Section 7(b) must be submitted to the OCDSS CPS on-call supervisor or designee using the On-Call Claim Form.

(c) **Postage and Other Expenses.** Postage, instant developing film, and other items pre-approved by the OCDSS CPS on-call supervisor or designee, that are necessary to perform the Services (as determined by OCDSS) and are documented by a receipt will be reimbursed. All requests for reimbursement for expenses noted in this Section 7(c) must be submitted to the OCDSS CPS on-call supervisor or designee using the On-Call Claim Form.

(d) **Cellular Phones.** Consultant must use a County-issued cellular phone at all times when on-call. However, if Consultant must use a personal cellular phone because their County-issued cellular phone is unavailable (i.e., broken), he/she must immediately notify the OCDSS CPS on-call program supervisor. If the use of a personal cellular phone is pre-approved by the OCDSS CPS on-call program supervisor, all related expenses that are fully and appropriately documented (i.e., invoice from personal cellular service provider showing numbers called and duration of such calls) will be reimbursed. All requests for reimbursement for expenses noted in this Section 7(d) must be submitted to the OCDSS CPS on-call supervisor or designee using the On-Call Claim Form.

8. **Claim Form Required.** Consultant must use the On-Call Claim Form to request compensation for Services performed and reimbursement for all expenses noted in Sections 6 and 7 of these *Specifications* on a monthly basis. Consultant must submit the On-Call Claim Form to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e., 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which the Services were performed and/or expenses were incurred.



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9. **Training Requirements.**

- (a) Consultant must attend any and all trainings mandated by OCDSS.
- (b) Consultant must also attend and pass the New York State Office of Children and Family Services (“OCFS”) recommended and OCDSS approved CPS Response Training. Expenses incurred from attending the CPS Response Training will be reimbursed if adequately documented and submitted to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e., 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which such Training was attended and passed. If Consultant has previously attended this CPS Response Training, they must provide proof that they have successfully passed said Training. Any Consultant previously contracted by the County in the capacity of a CPS on-call caseworker need not attend the CPS Response Training.

10. **County-Issued Electronic Devices.** Consultant must fully comply with and adhere to each of the following stipulations governing the use of County-issued electronic devices, including cellular phones, laptops, and/or tablets (collectively, “County Equipment”).

- (a) County Equipment must be used only in connection with the Services required and outlined in this RFP and the Children’s Services After-Hours Protocol. Consultant is expressly prohibited from using County Equipment for their own personal and/or leisure needs. Should any Consultant fail to fully comply with the requirements set forth in this RFP, including those contained in this Section 10, OCDSS reserves the right to require the immediate return of County Equipment and terminate the Contract.
- (b) County Equipment must be used and maintained in accordance with all County policies, procedures, rules, guidelines, and maintenance instructions applicable to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), data security, electronic communications, social media, and other related matters, all as may be amended from time to time.
- (c) County Equipment must not be misused or abused, which includes, but is not limited to, subjecting the County Equipment to excessively hot or cold temperatures, moisture, charging in non-surge protected outlets, etc.
- (d) County Equipment must be kept in a secure location, especially in situations where theft may be an issue. Ideally, all County Equipment should be stored in a locked location when not in use.
- (e) Labels that indicate County’s ownership interest in the County Equipment will be affixed thereto and must not be removed or covered.
- (f) Consultant is expressly prohibited from installing and/or downloading any software, games, and/or applications to any County Equipment.
- (g) Consultant must return all County Equipment in good working condition, subject to reasonable wear and tear, immediately upon expiration or termination of the Contract.
- (h) For the entire Contract term (which includes the initial term, any renewal term, and any extended term), Consultant is responsible for the cost of any repair or service to the County Equipment that arises from Consultant’s misuse and/or abuse of the County Equipment.



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(i) **Data Breach Indemnification.** Notwithstanding any other indemnification provisions in the Contact, Consultant shall indemnify, defend, and hold the County harmless from any and all claims, losses, fines, penalties, costs, and/or expenses arising out of Consultant's acts or omissions that result in a data breach involving the County and/or the County's client's data including, but not limited to, costs and expenses related to litigation (including reasonable attorneys' fees) reasonable incident response consultant fees, notifications, help lines, identity restorations, credit monitoring, fines, and/or penalties.

11. **Regulatory Requirements.**

(a) Consultant shall comply with the requirements of all applicable NYS and Federal laws, regulations, standards, and guidelines, including, without limitation, Article 15 of NYS Executive Law (Human Rights Law), NYS Civil Rights Law, and Federal Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act of 1973, as amended, and 45 CFR Parts 84 and 85, each as may be amended from time to time.

(b) Pursuant to Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR") Part 358, as may be amended from time to time, the County will notify eligible applicants for or recipients of program services of their right to a fair hearing to appeal the denial, reduction, or termination of such services, or the failure to act upon an application within the appropriate timeframes. The County will also inform applicants for or recipients of program services how to file a fair hearing request. The County will provide Consultant with copies of the fair hearing decision. Consultant shall, upon the request of the County, participate in fair hearings and any appeals thereof as a witness when necessary for a determination of the issues.

(c) Consultant shall comply with the requirements of 18 NYCRR Part 357, as may be amended from time to time, pertaining to the safeguarding of information.

(d) Consultant shall ensure, in accordance with 18 NYCRR Part 403 and Section 2782 of NYS Public Health Law, each as may be amended from time to time, that each individual to whom confidential Human Immunodeficiency Virus ("HIV")-related information is disclosed as a necessity for providing program services are fully informed of the penalties and fines for re-disclosures in violation of New York State Law and regulations, as may be amended from time to time. Consultant shall ensure that any disclosure of confidential HIV-related information is accompanied by a written statement, as follows:

This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

(e) Consultant must fully comply with any and all applicable Federal and NYS laws and regulations pertaining to disclosure of confidential information, all as may be amended from time to time. Consultant must implement the following procedures for the purposes of safeguarding and ensuring the protection of health history information related to an individual who has been diagnosed as having Acquired Immune



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Deficiency Syndrome (AIDS) or a HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness:

(i) Records containing individually identifiable information of such individuals shall be kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals authorized by NYS Health, Education, and Social Service Laws, rules, and regulations, all as may be amended from time to time; and

(ii) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the record.

(f) Consultant must not make any subcontract for the performance of any Services or assign the Contract to anyone else without the prior written approval of the County. The assignment of the Contract, in whole or in part, or of any money due or to become due under such Contract or entering into a subcontract for performance of any Services is void without the prior written approval of the County. All authorized subcontractors and/or assigns are subject to Federal and NYS requirements governing purchase of services contracts including, but not limited to, Title 18 NYCRR Part 405, as may be amended from time to time. Consultant is fully responsible for the performance of any subcontractor(s) and/or assigns.

12. **Contract.** This RFP and the content of Consultant’s proposal submitted in response to same, as accepted by the County, will be attached to, incorporated in, and made a part of Consultant’s Contract.

TERM

1. The County anticipates that the Contract term will be for a period of one (1) year (“Initial Term”). The County reserves the right, exercisable in its sole discretion, to renew the Contract term for up to four (4) additional periods of one (1) year each (each a “Renewal Term”) under no less favorable terms and conditions as the terms and conditions set forth in the Contract.

2. Upon expiration of the Initial Term or any Renewal Term, if such renewal option is exercised by the County as stated above, such term may be further extended unilaterally by the County for an additional period of up to two (2) months under no less favorable terms and conditions as the terms and conditions set forth in the Contract. With the concurrence of Consultant, such short-term extension may be for a period of up to three (3) months in lieu of the up to two (2)-month period. Any such short-term extension shall be referred to as an “Extended Term.”

PRICING

1. **Compensation.**

(a) The rates to be paid in exchange for the satisfactory performance of Services by Consultant are set forth in Section 6 of the *Specifications* portion of this RFP.

(b) Following the expiration of the Initial Term or any Renewal Term, as applicable, County may, in its sole discretion, choose to increase the rates to be paid in exchange for the satisfactory performance of



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Services by Consultant. In the event County decides, in its sole discretion, to increase any of the rates, such increase will apply to each Consultant whose Contract is renewed by County as set forth in the *Term* portion of this RFP, equally. The rates for any Renewal Term shall be the same as the compensation rate from the immediately prior Initial or Renewal Term, as applicable, unless County increases any of the rates in its sole discretion. In the event of an Extended Term, the rates from the immediately preceding Initial Term or Renewal Term, as applicable, will apply throughout the duration of such Extended Term with no adjustment.

2. **Reimbursement.** Reimbursement for expenses including mileage, mandatory trainings, postage, etc. is available to Consultant. The requirements that Consultant must satisfy to receive such reimbursement are set forth in Section 7 of the *Specifications* portion of this RFP.

PAYMENT

1. Consultant must use the On-Call Claim Form to request compensation for Services performed and reimbursement of expenses incurred on a monthly basis.
2. Consultant must submit the On-Call Claim Form to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e., 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which the Services were performed. Payment for Services will be made at the rates set forth in Section 6 of the *Specifications* portion of this RFP within sixty (60) days of receipt of an adequate and verified On-Call Claim Form, detailing the Services performed and the hours spent actually performing such Services.
3. All requests for reimbursement for expenses incurred, as discussed in Section 7 of the *Specifications* portion of this RFP, must be made using the On-Call Claim Form and be fully substantiated by adequate and appropriate written documentation. All such requests must be submitted to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e., 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which the expenses were incurred by Consultant. Reimbursement for such expenses will be made within sixty (60) days of receipt of an adequate and verified request for same.
4. The County is able to offer the payment choices listed below.
 - (a) Electronic Funds Transfer (EFT) via Automated Clearing House (“ACH”) – any Offeror that wants this payment method must complete the ACH Form included in the Appendix to this RFB and include it in the proposal package submitted in response to this RFP; and
 - (b) Check.

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RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER**RFP-OCDS-CPS23****SUBMISSION OF PROPOSALS**

1. The number of copies, submission address, and similar information for proposals submitted in response to this RFP are specified in Section 5 of the *Instructions to Offerors* portion of this RFP.
2. The Proposal Form (included in this RFP) must be completed, signed, and used as the cover page of each proposal submitted in response to this RFP.
3. Each proposal submitted in response to this RFP shall consist of one (1) volume, be subdivided into four (4) easily identifiable sections as follows:
 - (a) **Section 1 – Qualifications.** A copy of Offeror’s resumé/C.V. and copies of all licenses, certifications, and documentation necessary to verify that Offeror satisfies each of the required qualifications set forth in Section 1 of the *Specifications* portion of this RFP;
 - (b) **Section 2 – Knowledge, Skills, and Abilities.** A detailed statement verifying that Offeror possesses all required knowledge, skills, and abilities set forth in Section 2 of the *Specifications* portion of this RFP;
 - (c) **Section 3 – References.** Contact information (entity name, contact person name, address telephone number and email address) for at least three (3) professional references that are familiar with Offeror’s performance of services that are the same or substantially similar to the Services specified in this RFP. References from New York State governmental entities are preferable, but not required; and
 - (d) **Section 4 –Forms.**
 - (i) Signed Non-Collusion Certification,
 - (ii) Signed Iran Divestment Act Certification,
 - (iii) Completed and signed Disclosure of Prior Non-Responsibility Determinations Form (copy of instruction page not required),
 - (iv) Completed and signed Pay-to-Play Forms (Please Note: Due to an exemption in the Pay-to-Play Law, Government Entities and School Districts do not need to complete Pay-to-Play Form),
 - (v) Completed and signed Supplier Forms (if Offeror is not already a current Orange County awarded vendor), and
 - (vi) Completed signed ACH Form (if Offeror wants this payment method).
4. As stated in Section 9 of the *Instructions to Offerors* portion of this RFP, Consultant agrees to execute a contract document substantially in the form included in the Appendix to this RFP in the timeframe, if any, indicated in this RFP. Failure to reach agreement on any contract terms and conditions may result in rejection of a proposal, rescission of an award and/or retention of proposal security (if any) by the County.
5. **ALL SUBMISSIONS MUST BE CLEARLY MARKED ON THE OUTSIDE PACKAGING WITH THE RFP TITLE AND NUMBER.**



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6. **INSURANCE:** While not required in the proposal package, Offerors are reminded that Certificates of Insurance evidencing Consultant's compliance with the *Insurance Requirements* portion of this RFP must be provided prior to execution of the Contract by the County. The number of days for submission may vary but it may be less than one (1) business week, please be prepared. **FAILURE TO SUBMIT INSURANCE DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE CONSULTANT AS NON-RESPONSIVE AND/OR THE COUNTY'S RETENTION OF PROPOSAL SECURITY (IF ANY).**

ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS

The County may require any or all Offerors to present additional evidence of experience, ability, and financial standing as well as a statement as to the materials, equipment, or personnel which the Offeror will have available for the performance of a Contract. The County reserves the right to interview, any or all Offerors and/or visit any or all Offeror's sites during the evaluation of proposals. If applicable, the County shall contact Offerors to arrange an interview (which County may require to be held at the Department of General Services) and/or a site visit of Offeror's facilities at any time during the evaluation process. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. The County may award a Contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of the County.

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BASIS OF AWARD

1. The County anticipates awarding multiple Contracts under this RFP.
2. Contract award(s) may be made to Offeror(s) with proposal score(s) of at least forty (40) based on the total points as calculated below.
3. A score will be calculated for each criterion for each responsive proposal. The total scores for all criteria in each proposal will be known as an Offeror’s final score.
4. Contract awards, if any, will be made to responsible Offerors whose proposals are determined to be in the best interest of the County and in accordance with New York General Municipal Law § 104-b, taking into consideration the following criteria:

CRITERIA	POINT RANGE
4(a) Qualifications. Offeror’s proposal establishes that Offeror possesses each of the required qualifications set forth in Section 1 of the <i>Specifications</i> portion of this RFP. If Holding an advanced degree from a regionally accredited college or university in social work or a related field and/or having more than one (1) year of child welfare experience will be considered in the scoring of this criterion.	0 – 27
4(b) Knowledge, Skills, and Abilities. Offeror’s proposal establishes that Offeror possesses all the required knowledge, skills, and abilities set forth in Section 2 of the <i>Specifications</i> portion of this RFP.	0 – 24
4(c) References. Offeror’s references establish that Offeror has capability to perform the Services in a satisfactory manner.	0 – 9
TOTAL MAXIMUM POINTS AVAILABLE	60

5. Each proposal will be scored against each criterion above using the rating scale below, in accordance with the weight given to the applicable point range for that criterion in the following table:

CRITERIA	Points Awarded if Proposal Does Not Meet Criterion Requirements/ Expectations	Points Awarded if Proposal Partially Meets Criterion Requirements/ Expectations	Points Awarded if Proposal Meets Criterion Requirements/ Expectations	Points Awarded if Proposal Partially Exceeds Criterion Requirements / Expectations
4(a)	0	9	18	27
4(b)	0	8	16	N/A
4(c)	0	3	6	9

6. If the evaluator or evaluation team determines, at its sole discretion, that interviews are in the best interest of the County, responsive proposals will be reviewed and scored as described above in a preliminary round to aid in determining whether all Offerors, or just those with top scoring proposals, will be interviewed. If interviews are held, the same review and scoring process described above will be repeated for those Offerors interviewed, and any award(s) made will be based on that secondary scoring round.



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7. The submission of a proposal implies the Offeror's acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the evaluator or evaluation team.

8. The County reserves the right to: accept other than the lowest proposed cost, waive any informality, or reject any or all proposals, with or without advertising for new proposals, if in the best interest of the County.

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PROPOSAL FORM

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

NAME, TITLE, TELEPHONE, FAX, AND EMAIL OF CONTACT PERSON:

Does this business have a minority, women's, disadvantaged, or small business certification? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

The undersigned proposes to furnish and deliver the services described in **RFP-OCDSS-CPS23 CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER** and its responding proposal to the County of Orange, at the prices stated in the RFP. The individual submitting this proposal certifies by their signature below that:

- they understand and have complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- they have read and understood the full Request for Proposal cited above.

Additionally, by submission of this proposal, the person signing below certifies under penalty of perjury that they have and have implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

By: _____
(Signature)

Date: _____

Name

Federal Tax ID Number

Title

DUNS Number, if applicable

ADDENDA CONFIRMATION (Offerors need only complete this section if any addenda were issued for this RFP):

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____



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QUESTIONS

ALL QUESTIONS REGARDING THIS RFP MUST BE ON THIS FORM and either faxed to the Department of General Services at (845) 378-2365 or emailed to GeneralServices@orangecountygov.com with questions typed in the body of the email, and with the subject line "RFP Questions", by the time and date specified in the Instructions to Offerors. **Questions will be answered in an Addendum/Addenda to be shared with all interested Offerors. Questions will not be responded to individually.**

Business Name _____

Business Email: _____

Telephone _____ Fax _____ Date _____



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NON-COLLUSION CERTIFICATION

(a) “By submission of this Proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
- (3) No attempt has been made or will be made by the Offeror to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.”

(b) A Proposal shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that an Offeror (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1)-(3) of this certification.

Any Proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Offeror for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Proposal contains the certification referred to in subparagraph (a)(1)-(3) of this certification, shall be deemed to have been authorized by the board of directors of the Offeror, or other authorizing body or vote of the offeror’s business entity if other than a corporation, and such authorization shall be deemed to include the signing and submission of the Proposal and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Proposal.

DATE

SIGNATURE

NAME

TITLE

BUSINESS NAME



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IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that: By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award, nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Proposal, Proposal, contract, or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE



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INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offeror” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Instructions:

The County of Orange includes the following disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of Proposals or Bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your Bid or Proposal to the County agency conducting the Governmental Procurement.

The following disclosure form must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.



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DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____

Signature

Date: _____



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INFORMATION SHEET

The questions asked on this Information Sheet are voluntary. It is not necessary to complete this Information Sheet. Filling out this sheet does not change your chances of a contract award in any respect. By completing this form, you will be helping the County track trends that we believe to be of importance. The information collected will NOT be used to compile mailing lists and will not be used to contact you. It will also not be sold. The information collected may be used to generate reports showing historical data with regard to the County's purchasing process.

Business Name: _____

Address: _____

In what county are the primary operations of this business conducted? _____

Business type (Sole Proprietorship, Corporation, LLC, etc.) _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

How many individuals does this business employ? _____

Have you conducted business with the County before? Yes No

How did you discover this Proposal opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? _____

Please list any other comments or suggestions pertaining to doing business with Orange County. _____
